

1 BILL NO. S-84-08-37

2 SPECIAL ORDINANCE NO. S-108-84

3 AN ORDINANCE approving Amendment to
4 Contract 6000-10, Res. #6000-84,
5 Larez Neighborhood VIII, Phase III,
6 Alternate I, between Hipkind Concrete
7 Corporation and the City of Fort Wayne,
8 Indiana, in connection with the Board
9 of Public Works.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the Amendment to Contract 6000-10, Res.
13 #6000-84, Larez Neighborhood VIII, Phase III, Alternate I between
14 Hipkind Concrete Corporation and the City of Fort Wayne, Indiana,
15 in connection with the Board of Public Works, is hereby ratified,
16 affirmed and approved in all respects. The work under said Amend-
17 ment to Contract requires:

18 improvement of Barr Street from Williams
19 to Masterson by reconstruction curbs,
20 sidewalks, drive approaches and drainage
21 structures;

22 the Amendment to Contract price is Fifteen Thousand Eight Hundred
23 Thirty-Five and No/100 Dollars (\$15,835.00).

24 SECTION 2. Prior Approval was requested from Common
25 Council with respect to this Amendment to Contract on August 14,
26 1984. Two (2) copies of the Amendment to Contract attached hereto
27 are on file with the City Clerk's Office, and are available for
28 public inspection.

29 SECTION 3. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32 APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Samuel J. Talarico
Councilmember

Read the first time in full and on motion by Salinas, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 8-28-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Redd, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-11-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)

(SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. 1-108-84

on the 11th day of September, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Ray A. E. Bork

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of September, 1984, at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of September, 1984, at the hour of 2:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

A M E N D M E N T T O C O N T R A C T

Improvement Resolution No. 6000-84

TO BE COMPLETED BY:

La Rez Neighborhood VIII, Phase III

September 1, 1984

*ADD: ALTERNATE I

To improve Barr Street, from Williams to Masterson by reconstructing curbs, sidewalks, drive approaches, and drainage structures.

AT THE FOLLOWING PRICES:

Concrete Removal	One dollar and ninety cents per square yard	1.90
Curb Removal	No dollars and eighty cents per lineal foot	0.80
Concrete Sidewalk	One dollar and forty-five cents per square foot	1.45
Concrete wingwalk incl Ramps	One dollar and eighty cents per square foot	1.80
6" Concrete for Drives	Sixteen dollars and no cents per square yard	16.00
8" Concrete	Eighteen dollars and no cents per square yard	18.00
2' Concrete Curbwalk	Two dollars and ninety cents per square foot	2.90
Asphalt Patching	No dollars and twenty cents per lineal foot	0.20
Seed, Mulch, Fertilizer	No dollars and fifty cents per square yard	0.50
Topsoil	Three dollars and no cents per ton	3.00
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00
B-Borrow for Sidewalk Fill	Three dollars and no cents per ton	3.00
Total Alternate I	Fifteen thousand, eight hundred and thirty five dollars and no cents	\$15,835.00

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this
8th day of August, 1984.

ATTEST:

Janice Lipskind
 Corporate Secretary

City of Fort Wayne, By and Through:
David J. Kiert

[Signature]
[Signature]
 Its Board of Works and Mayor

HIPSKIND CONCRETE CORPORATION

BY: [Signature]
 ITS: PRESIDENT
 Contractor, Party of the First Part

ATTEST:

[Signature]
 Secretary and Clerk

as, subcontractors, and corporations performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-
parts, each one of which shall be deemed an original, this _____ (number)
_____, 19____ day of _____

(SEAL)

ATTEST:

James Hipshind
(Principal) Secretary

HIPSKIND CONCRETE CORPORATION
Principal

BY [Signature]
PRESIDENT
(Title)

(Address)

Witness as to Principal

(Address)

FIDELITY & DEPOSIT
Surety
BY [Signature]
Attorney-in-Fact
(Authorized Agent)

Marcia S. Dunlap
Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION
as Principal, and the FIDELITY & DEPOSIT COMPANY OF MARYLAND
-----, a corporation organized under the laws of the
State of _____, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of FIFTEEN THOUSAND,
EIGHT HUNDRED AND THIRTY-FIVE DOLLARS AND NO CENTS -----
(\$ 15,835.00), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 8th day of August, 19 84
enter into a contract with the City of Fort Wayne to construct

RESOLUTION NO. 6000-1984:

To improve Barr Street, from Williams to Masterson by reconstructing curbs,
sidewalks, drive approaches, and drainage structures.

ADD: ALTERNATE I

This project shall also be known as LAREZ VIII, PHASE III.

at a cost of \$ 15,835.00, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION

(Contractor)

BY: [Signature]

ITS: PRESIDENT

ATTEST:

Marcia S. Duminidoe

(Title)

Fidelity & Deposit Company

Surety

*BY: [Signature]

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----HIPSKIND CONCRETE CORPORATION -----

(Name of Contractor)

-----5502 MASON DRIVE, FORT WAYNE, IN 46809 -----

(Address)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and ----- FIDELITY & DEPOSIT COMPANY OF MARYLAND -----

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIFTEEN THOUSAND, EIGHT HUNDRED, THIRTY FIVE DOLLARS AND NO CENTS -----

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 8th day of August, 1984, for the construction of:

RESOLUTION NO. 6000-84

ALTERNATE I: To improve Barr Street, from Williams to Masterson by reconstructing curbs, sidewalks, drive approaches, and drainage structures.

This project shall also be known as LAREZ VIII, PHASE III.

at a cost of FIFTEEN THOUSAND, EIGHT HUNDRED, THIRTY FIVE DOLLARS AND NO CENTS -----

(\$ 15,835.00), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-
(number)
parts, each one of which shall be deemed an original, this _____ day of
_____, 19____.

(SEAL)

ATTEST:

Janice Hipkind
(Principal) Secretary

HIPSKIND CONCRETE CORPORATION

Principal
BY James D. Hipkind
PRESIDENT
(Title)

(Address)

Witness as to Principal

(Address)

FIDELITY & DEPOSIT

Surety
BY James D. Hipkind
Attorney-in-Fact
(Authorized Agent)

(Address)

Marcia S. Duminado
Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

BILL NO. S-84-08-37

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN
ORDINANCE approving Amendment to Contract 6000-10, Res. #6000-84,
Larez Neighborhood VIII, Phase III, Alternate I, between Hipkind
Concrete Corporation and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

CHARLES B. REDD, VICE CHAIRMAN

Charles B. Redd

JANET G. BRADBURY

Janet G. Bradbury

PAUL M. BURNS

Paul M. Burns

THOMAS C. HENRY

CONCURRED IN 5-11-84
SANDRA E. KENNEDY, CITY CLERK

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Oscar C. Mitson, Terrence J. Ward and R. Kelly Disser, Jr., all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Oscar C. Mitson, et al, dated, January 6, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of April, A.D. 1980.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins
Assistant Secretary

By [Signature]
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE

On this 17th day of April, A.D. 1980, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



[Signature]
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 10th day of August, 1984

[Signature]
Assistant Secretary

TITLE OF ORDINANCE Amendment to Contract #6000-84, Larez Neighborhood VIII, Phase III

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

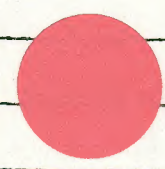
Alternate I

1-84-08-37

SYNOPSIS OF ORDINANCE The Amendment to Contract #6000-84, Larez Neighborhood VIII,
Phase III, Alternate I is for improvement of Barr Street from Williams to
Masterson by reconstruction curbs, sidewalks, drive approaches and drainage
structures. Hipkind Concrete Corporation is the contractor.

PRIOR APPROVAL REQUESTED

8/14/84



EFFECT OF PASSAGE Improvement of above area

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$15,835.00

ASSIGNED TO COMMITTEE _____